



**STATE OF VERMONT**  
**DEPARTMENT OF EDUCATION**  
120 State Street  
Montpelier, VT 05620-2501

**MEMORANDUM**

TO: Vermont Superintendents, Principals and Headmasters  
FROM: Richard H. Cate, Commissioner  
DATE: October 25, 2004  
RE: Act 91 Independent Reviewers of Harassment Complaints

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On August 3, 2004, I distributed a model policy on Prevention of Harassment of Students and model Procedures for Prevention of Harassment of Students and Handling Complaints.

Pursuant to Act 91, An Act Relating to Harassment in Schools, I am also charged with maintaining a list of independent reviewers, developed jointly with the Vermont Human Rights Commission, selected based on their objectivity, knowledge of harassment issues, and relevant experience.

For your convenience, I am attaching a list of some items that should be included in an independent reviewer contract. This was developed in consultation with the Vermont School Boards Association, the Vermont Superintendents Association, the Vermont Principals' Association and the Vermont Human Rights Commission. It is meant as a tool to help school districts in developing their own contracts under advisement of their attorneys. It is not intended to substitute for your own attorney's legal advice.

If you have any questions, please contact Mia Karvonides, legal counsel at the department; she may be reached at (802) 828-5106.

***Recommended items to be included in a contract with  
independent reviewers of harassment complaints***  
*(Not intended to substitute for your own attorney's legal advice)*

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1. The Independent Reviewer is currently included on the list of Independent Reviewers maintained by the Vermont Department of Education (DOE).
2. The Independent Reviewer is responsible for scheduling the date and location of all interviews; reading necessary records to complete the review; and returning all records to the School District. The Independent Reviewer shall comply with state and federal laws protecting the confidentiality of personally identifiable student information.
3. For the purpose of reviewing or disclosing confidential student records, the Independent Reviewer shall be considered an agent of the school.
4. Upon conclusion of the review, the reviewer shall advise the student and the school officials as to the sufficiency of the school's investigation, its determination, the steps taken by the school to correct any harassment found to have occurred, and shall advise on any future steps the school should take. The reviewer shall advise the student of other remedies that may be available if the student remains dissatisfied and, if appropriate, may recommend mediation or other alternative dispute resolution.
5. The Independent Reviewer shall distribute DOE evaluation forms and instructions.
6. The Independent Reviewer shall not have any actual or apparent conflict of interest regarding the dispute. At the time of the execution of the contract and for the next 12 months, the Independent Reviewer agrees to abstain from representing, with respect to any dispute, the School District and/or Supervisory Union or employees thereof, the student, or his/her parent.
7. In consideration of services to be performed by the Independent Reviewer, the Independent Reviewer agrees to charge School District \$\_\_\_\_\_ (suggested rate no more than \$75) per hour for hours worked but no more than \_\_\_\_\_ (anticipated no more than 6-10 hours; some cases may be more complex and should be negotiated) hours. The Independent Reviewer will charge for necessary and reasonable expenses such as postage, faxes, and mileage. The Independent Reviewer will submit itemized bills to the School District at the conclusion of an assignment.
8. The Independent Reviewer understands that inclusion on the list and/or assignment to a case does not create an "employee/employer" relationship with the School District, the Vermont Department of Education, or any other municipal or state entity.